

Conditions for buyers

Artalistic is an online sales site where you can purchase artworks from individual sellers, professionals, or directly from artists. At Artalistic, we place great importance on the security and reliability of our website, for both buyers and sellers. That is why we have established clear rules regarding purchases on our platform, which we call the "Conditions for Buyers." By accepting our Conditions for Buyers, you agree to the rights and obligations associated with each Sales Contract that you conclude directly with the sellers. These terms are an integral part of the Sales Contract and are binding on you and your co-contractor. They replace any incompatible conditions of the Sales Contract.

Please refer to our Conditions for Sellers to understand the rights and obligations of the sellers.

Capitalized terms not defined here have the meaning given to them in our Terms of Use.

1. Personal account

To purchase an artwork on the website, you must create a personal account. This will also allow you to take advantage of the various features of the website (ask a question or post a comment on an artwork, follow your favorite artists or artworks, receive our newsletter, etc.).

To create your Personal Account, we will ask you for your personal data necessary to formalize the order, as well as the payment method of your choice (credit card or bank transfer). For more information, you can consult the section "Methods and procedure for payment of Artworks." You will also be asked to accept the General Terms and Conditions without restriction or reservation. This acceptance is formalized by checking a box provided for this purpose.

Finally, you will be asked whether or not you wish to receive our newsletters at the email address you have provided us. This acceptance is formalized by checking a box provided for this purpose.

You can modify the information provided at any time, by accessing the Personal Account section of the website. You are solely responsible for the information provided and Artalistic cannot be held liable in any way if a third party accesses the website using your email address and password. You are required to inform us of the loss, theft, or fraudulent use of your Personal Account information by sending an email to contact@artalistic.com.

2. Buying Artwork Online

Before purchasing artwork, make sure to take note of the following:

- To place an order, you must be of legal age, authorized to use your preferred mode of payment (credit card or bank transfer), and ensure that there is enough money in your account to cover the cost of the order.
- If you decide to buy an artwork, you enter into a Sales Contract with the Seller for the amount of the purchase price. It is important to note that Artalistic is not a party to the Sales Contract entered into between you and the Seller, and will therefore not be responsible for the arrangements made under this Contract (such as delivery conditions), nor obliged to provide post-contractual information.
- The web does not indicate the availability of Artworks in real-time. All purchases or offers are subject to availability.
- It is the buyer's responsibility to pay shipping costs and any additional import fees, such as VAT or import taxes. It is also your responsibility to check specific laws or restrictions related to importing an object into your country. Artalistic disclaims any responsibility for these specific laws or restrictions.
- Artalistic may require Buyers to provide additional identification information to comply with applicable laws. You must comply and understand that refusal may result in Artalistic's inability to provide the requested service.

3. Steps to Purchase

The different steps to follow if you want to buy an artwork are as follows:

1st step: Choice and Offer of Negotiated Price

To buy, simply add the artwork of your choice to your cart by clicking on the "add to cart" button, and then you will need to register and create a Personal Account to place your order if you have not already done so.

You also have the option to post a Negotiated Price Offer (if the Seller has indicated that the Price is negotiable). In this case, you will indicate to the Seller the desired price at which you want to buy.

2nd step: Confirmation, availability, and acceptance or refusal of Negotiated Price Offers

You will receive an email from us confirming that your order has been received. Within 2 business days, you will receive an email informing you if the Artwork is available.

If you have submitted a Negotiated Price Offer in the event that the Seller has chosen this option, within 2 business days, you will then receive an email informing you about the availability of the Artwork and the acceptance or refusal of your Negotiated Price Offer by the Seller, or if applicable, the Seller's Counterproposal. At this point, you must respond to our email by choosing between the Buyer Acceptance option (if you accept the Counterproposal) or the Buyer Refusal option (if you do not accept it).

The sales contract between the Seller and Buyer is only concluded upon Seller Acceptance or Buyer Acceptance and always subject to the resolutive condition of payment of the Artwork by the Buyer.

Step 3: Payment of the Price

When you, as the Buyer, receive an email informing you that the Artwork is available at the Price and that your Offer has been accepted by the Seller or the Seller's Counterproposal, you will be asked to proceed with the payment of your order within 7 business days either by bank transfer (in which case, Artalistic's bank information will be provided to you), or you will be informed that the amount will be charged to your credit card, depending on the chosen mode of payment.

If Artalistic does not confirm receipt of the payment within 7 business days, the order is automatically cancelled.

Step 4: Payment Confirmation

Once the payment is validated by Artalistic, you will receive an email confirming receipt of the payment from us, and another email when the Seller makes the Artwork available to the carrier. The Seller must ship the Artwork within 7 business days from the moment we notify them of the receipt of your payment.

Step 5: Confirmation of Receipt

Once the package is received, you, as the Buyer, will be asked to confirm the receipt of the Artwork by email or on your Personal Account, and to provide feedback on the Seller's professionalism, responsiveness to questions, conformity of the advertisement with the received Artwork, and the time and quality of packaging for shipping. We encourage you to share your impressions with us for the improvement of Our Services.

4. Price of the Artworks

The price ("Price") of the Artworks is set by the Seller including VAT, but excluding delivery charges and customs duties, local taxes, and/or import duties. The Seller agrees that the set Price (excluding delivery fees, taxes, and duties) does not exceed that set on other sales channels.

Delivery charges ("Delivery Fees") are the sole responsibility of the Buyer and will vary depending on the Artworks ordered and the delivery address. These Delivery Fees will be clearly displayed on the Web at the time of placing the order. For more information, please refer to the "Delivery Times, Modes and Fees" section.

In the event that customs duties, taxes or other import duties become due depending on the destination country, it is the responsibility of the Buyer to make the corresponding

declarations and payments. We strongly advise you to inquire with the competent authorities before placing your order.

Although we do our best to ensure at all times that all information regarding the Artworks and Prices displayed on the Web are correct, errors may unfortunately occur. If you notice an error, please contact us by sending an email to contact@artalistic.com.

5. Payment Methods and Procedures for the Artworks

To proceed with the payment of the Artworks, you can pay by credit card (Carte bleue, Visa, Mastercard, American Express) or by bank transfer (fees charged to the Buyer) to Artalistic, who acts on behalf of and for the account of the Seller. Payment for Artworks in the amount of 3,000€ or more must be made by bank transfer. In this case, Artalistic's bank information will be provided to you with the confirmation of your order. It is also possible that we may ask the Buyer for a copy of their identification document. To prevent fraud, all your credit card payments will be subject to 3D Secure validation.

6. Delivery Time, Methods, and Costs

The Seller is solely responsible for the delivery of the Artwork. They must dispatch it using a carrier of their choice to the address provided by the Buyer or in person (due to geographic proximity or for fragile or large Artworks), in which case there will be no additional costs for the Buyer. For each Artwork, the Seller must indicate on the website the accepted delivery method.

The Artworks are transported at the Seller's discretion and at their own risk. The carrier must be a professional and will be responsible for delivery.

The Seller must send the Buyer, together with the Artwork:

- A purchase invoice with the price of the Artwork (only for Professional Sellers).
- A certificate of authenticity (for unique Artworks and for multiple Artworks if announced by the Seller).

Artalistic will provide the Seller with the Buyer's contact information no later than 24 hours after verifying receipt of payment for the order. Artalistic will only provide the Seller with the information necessary to send the order and ensure that the Buyer receives it properly. This includes the Buyer's name, first name, postal address, and telephone number.

Upon receipt of our payment confirmation email, and before dispatching the Artwork, the Seller must inform us of the carrier's name and the package tracking number.

Delivery costs are borne by the Buyer. They may vary depending on the Artworks ordered and the delivery address. An estimate of the delivery costs for each order will be clearly displayed on the website before the Buyer places an order.

Depending on the delivery address, different tax rules and other charges may apply. We cannot control these charges and cannot predict their amount. The Buyer is solely responsible for paying these taxes and customs duties, which are not included in the price.

Please note that in the event that you return an Artwork, as provided for in the "Right of Withdrawal" and "Right of Contestation" sections, delivery costs will only be refunded for returns within the EU, and those outside the EU will be the sole responsibility of the Buyer. Customs duties and taxes will not be refunded under any circumstances, and you are therefore solely responsible for claiming them from the competent authority.

You agree to the delivery conditions directly with the Seller. However, you must follow these guidelines:

- Ensure that your delivery address is correct.
- Direct shipping ("dropshipping") is not allowed. You cannot choose to receive a Lot through what is called "dropshipping," which means indicating a third party such as your shop or business, a logistics center, or a post office box to receive the delivery on your behalf.
- In case of a delivery or transport problem, you must contact the Seller directly to find a solution. Delivery and transport are the sole responsibility of the Seller. Artalistic, the Buyer, and the Seller are entitled to consider the signature of receipt and/or the delivery confirmation with tracking number at the place of delivery (whether it is the Buyer's address or a pick-up point) as proof that you have received the Artwork.
- If there is a problem with the delivery of an Artwork and you cannot find a solution with the Seller, you will both have to cooperate in an investigation conducted by the delivery or transport company.
- Artalistic may cancel a transaction if the seller fails to deliver the artwork or if the artwork does not comply with its description. If the seller, in violation of the terms and conditions for sellers, (i) does not deliver the artwork or (ii) the artwork is not as described, we may send reminders to the seller to fulfill their obligations under the general terms of use and the sales contract. If, despite our reminders, the seller does not (i) deliver the artwork or (ii) cannot or will not remedy the non-compliance of the artwork, you accept and acknowledge that we may cancel the transaction. Although the transaction is canceled in our system, you are free to assert your rights directly with the seller under the sales contract.

7. Buyer's Obligations

If you purchase at the listed price or your negotiated offer is accepted, you automatically enter into a sales contract with the seller, and you must pay the purchase price within seven (7) business days by bank transfer (in this case, Artalistic will provide you with banking information), or you will be notified that the amount will be charged to your credit card, depending on the chosen payment method.

If Artalistic does not confirm receipt of payment within seven (7) business days, the order is automatically canceled.

You are responsible for all fees, taxes, and levies due.

By making a purchase, you warrant that it is legitimate and not part of a fictitious or illegal transaction. You also certify that neither you nor any third party involved directly or indirectly in the purchase are involved in any money laundering activity. Artalistic is required to comply with anti-money laundering and counter-terrorism financing laws, regulations, and sanctions, which involves preventing the use of our online sales site for illegal activities and identifying and reporting suspicious transactions.

8. Right of Withdrawal

The buyer has a right of withdrawal ("Right of Withdrawal") to be exercised within 14 calendar days from the receipt of the artwork, without justification and without penalties.

To exercise this right, please notify our customer service by sending an email to contact@artalistic.com. We will notify the seller by email to guide you through the necessary steps. We will handle the return of the artwork with the seller's assistance.

The returned artwork must be in perfect condition and shipped in its original packaging, preferably, or similar packaging. For more information on how to handle and package artwork, you can consult the "Other Important Information for Sellers" section.

We will refund the buyer the price of the artwork. For return shipping costs, they are our responsibility (they will be refunded to the buyer after confirmation by the seller of the artwork's good receipt) if the return takes place within the European Union (EU), and those outside the EU will be the sole responsibility of the buyer. Customs fees and taxes will not be reimbursed in any case, and you are therefore solely responsible for claiming them from the competent authority.

9. Right of objection

The Buyer may file a complaint regarding the purchased Artworks by sending an email to Artalistic at contact@artalistic.com within 21 days from the receipt or expected receipt date of any Artwork, for the following reasons:

- Order not received.
- Order received but not compliant: The Artwork does not correspond to the one ordered.

The Seller will be informed of the claim by Artalistic and agrees from that moment on to take care of it personally. Any dispute concerning this claim must be settled directly between the Seller and the Buyer.

If, as part of the dispute resolution between the Seller and the Buyer, it is necessary to return the Artwork, the Seller must arrange for its return and bear all costs. If at this time Artalistic has not yet paid the Seller the Price of the Artwork, it will do so once confirmation

is received from the Seller of its proper receipt. Under no circumstances does this concern the payment of Artalistic's Commission, which must be paid by the Seller for the agreed Intermediation Fees.

10. Failure to fulfill your obligations

If you do not fully and timely fulfill your obligations to the Seller under the sales contract, the Contract will be terminated.

11. Breach of our Terms of Use

In addition to the provisions of our Terms of Use, (i) to comply with applicable laws or if (ii) you have breached our Terms of Use, or (iii) if we are informed of issues related to your conduct or behavior or (iv) if we believe in good faith that it is necessary to protect our Online Sales Site, other Users, or that it is in the (public) interest to prevent fraud or other illegal activities), we may take one or more of the following measures:

- Temporarily or permanently limit your access to our Online Sales Site or your authorization to bid and/or sell Lots;
- Temporarily or permanently revoke any special status associated with your Account;
- Temporarily or permanently limit your access to your Account;
- If you (i) have not provided accurate banking or identification information on our first request within a reasonable time, (ii) have been reported by our provider or payment service providers, or (iii) have not passed PEP checks or a sanctions list check, or (iv) if Artalistic determines or is otherwise ordered by any competent authority that it would be prohibited or subject to sanction to provide you with Services, you will be in default and (a) any payment (including a refund) may be withheld or (b) you will lose the right to receive a payment (including a refund);

In case of termination of our agreement or suspension of access to your Account while you still have certain obligations to a Seller under a sales contract, we may cancel the transaction(s) in our system.